STATE OF RHODE ISLAND

PROVIDENCE, SC. **SUPERIOR COURT**

[FILED: July 28, 2023]

NEW ENGLAND PROPERTY SERVICES GROUP, LLC, *Plaintiff,*	:	
v.	:	**C.A. No. PC-2023-00130**
USAA CASUALTY INSURANCE COMPANY, a/k/a UNITED SERVICES AUTOMOBILE ASSOCIATION, a/k/a USAA GENERAL INDEMNITY COMPANY, *Defendant.*	:	

DECISION

CRUISE, J. Before this Court for decision are cross-motions for declaratory judgment asking this Court to determine the validity of an assignment of rights contract. Jurisdiction is pursuant to G.L. 1956 § 9-30-1.

I

Facts and Travel

On September 23, 2022, Michael and Katelyn Callahan (the Policyholders) submitted an insurance claim through their homeowner's policy (the Policy) they held with USAA Casualty Insurance Company a/k/a United Services Automobile Association, a/k/a USAA General Indemnity Company (Defendant) in response to storm-related damage to their home (the Claim) located at 86 Keach Dam Road in Chepachet, Rhode Island (the Property). (Compl. ¶¶ 6, 9.) On September 26, 2022, the Policyholders executed a Claim Assignment Contract (the Contract) with New England Property Services Group, LLC (Plaintiff or NEPSG). *Id.* ¶ 12. The Contract assigned all of Policyholders' rights and benefits related to the Claim to Plaintiff in exchange for Plaintiff

undertaking the necessary repairs to restore Policyholders' home to its pre-loss condition. *Id.*; *see also* Compl. Ex. 2 (the Contract).

On September 29, 2022, Steven Ceceri, sole member of NEPSG, met with the independent adjusters hired by Defendant to proceed with the inspection of the Property to assess the damage related to the Claim. *Id.* ¶ 15. Thereafter, on October 8, 2022, Defendant provided its initial estimate of the amount of loss for the Claim to Policyholders. *Id.* ¶ 16. Policyholders informed Plaintiff of said correspondence and Plaintiff disagreed with Defendant's proposed amount of loss. *Id.* ¶ 17. In response, on October 17, 2022, counsel for Plaintiff emailed a written demand for appraisal of the Claim to Defendant, pursuant to the appraisal clause of the Policy. *Id.* ¶ 19. In said demand, Plaintiff named Christopher Ceceri as its appraiser. *Id*.

In response, on October 20, 2022, Defendant's claims adjuster informed Policyholders that Defendant would be issuing an undisputed payment that represented Defendant's valuation of the amount of loss for the Claim. *Id.* ¶ 20. That same day, counsel for Plaintiff emailed Defendant another demand for appraisal and included a copy of the Contract with said demand. *Id.* ¶ 21. Defendant did not recognize the Contract as a valid assignment of the Policyholder's rights. *See id*. ¶ 23.

On October 24, 2022, counsel for Plaintiff sent a letter of representation to Defendant's claims adjuster which also included a copy of the first demand for appraisal on October 17, 2022 and the Contract. *Id.* ¶¶ 22-23. Defendant's response on October 27, 2022 explained that Defendant was unable to move forward with the appraisal process because the demand did not meet the definition of an appraisal and because it did not contain a repair estimate. *Id.* ¶ 27; *see also* Defendant, USAA Casualty Insurance Company's Memorandum in Support of its Objection to New England Property Services Group LLC's Motion for Declaratory Judgment and Cross

Motion (Def.'s Mem.) Ex. B (correspondence between Policyholder's and Defendant) at 25. On October 31, 2022, Plaintiff once again forwarded a demand for appraisal to Defendant's claims adjuster. (Compl. ¶¶ 28-29.) In response, Defendant's claims adjuster explained that Defendant did not believe that the Contract was valid, and Plaintiff would need to submit a letter of representation on behalf of the Policyholders if Plaintiff wanted payment to be made directly to them. *Id.* ¶ 30; *see also* Def.'s Mem. Ex B at 29.

Despite much additional correspondence between counsel for Plaintiff and Defendant's claims adjuster from November 2022 to December 2022, Defendant failed to respond to Plaintiff's demand for an appraisal, and as a result, Plaintiff filed a Complaint on January 10, 2023. *See* Compl. ¶¶ 31-42, 45. After some litigation, including vacating the default judgment entered against Defendant, Defendant sent a letter to Policyholders on May 23, 2023, explaining that if they did not cash the check it sent, representing its value of the Claim, or contact Defendant within sixty days, Defendant would consider the funds unclaimed and transfer said funds to the state under Rhode Island Law. (Plaintiff's Memorandum in Support of its Motion for Declaratory Judgment (Pl.'s Mem.) Ex. 5 (May 23, 2023 letter to Policyholders) at 1.)

In response, Plaintiff filed a Motion for Declaratory Judgment (Plaintiff's Motion) on May 24, 2023. (Docket.) Defendant objected to Plaintiff's Motion on June 8, 2023 and filed its Motion for Declaratory Judgment and a memorandum in support thereof that same day (Defendant's Motion). *Id.* Plaintiff objected to Defendant's Motion on June 22, 2023 and filed a memorandum in support thereof. *Id.* The Court heard argument on Plaintiff and Defendant's Motions on June 26, 2023.

II

Standard of Review

A declaratory judgment "'is neither an action at law nor a suit in equity but a novel statutory proceeding."' *Northern Trust Co. v. Zoning Board of Review of Town of Westerly*, 899 A.2d 517, 520 n.6 (R.I. 2006) (quoting *Newport Amusement Co. v. Maher*, 92 R.I. 51, 53, 166 A.2d 216, 217 (1960)). Our Supreme Court has recognized that the Rhode Island Uniform Declaratory Judgments Act (the UDJA) vests the Superior Court with the "'power to declare rights, status, and other legal relations"' whether or not further relief is or could be claimed. *Malachowski v. State of Rhode Island*, 877 A.2d 649, 656 (R.I. 2005) (quoting § 9-30-1). "This power is broadly construed, to allow the trial justice to 'facilitate the termination of controversies."' *Bradford Associates v. Rhode Island Division of Purchases*, 772 A.2d 485, 489 (R.I. 2001) (quoting *Capital Properties, Inc. v. State of Rhode Island*, 749 A.2d 1069, 1080 (R.I. 1999)).

Under the UDJA, the Court may construe a contract "either before or after there has been a breach thereof." Section 9-30-3. However, "[i]t is well-settled that the decision to grant or deny declaratory judgment rests within the sound discretion of the trial justice." *Faella v. Town of Johnston*, 274 A.3d 798, 803 (R.I. 2022). Moreover, "'[i]t is the function of the trial justice to undertake fact-finding and then decide whether declaratory relief is appropriate.'" *Id.* (quoting *Town of Barrington v. Williams*, 972 A.2d 603, 608 (R.I. 2009)). The Court may refuse to enter a declaratory judgment decree "where the judgment or decree, if rendered or entered, would not terminate the uncertainty or controversy giving rise to the proceeding." Section 9-30-6.

III

Analysis

In support of Plaintiff's Motion, Plaintiff first argues that the Claim is a chose in action, pursuant to § 9-2-8 and our Supreme Court's ruling in *Piccoli and Sons, Inc. v. E & C Construction Company, Inc.*, 64 A.3d 308 (R.I. 2013) (*Piccoli*), because the Claim "is a debt owed by USAA, specifically the payment owed regarding the Claim's amount of loss[.]" (Pl.'s Mem. 14.) Furthermore, Plaintiff submits that as the assignee of a nonnegotiable chose in action—i.e., the Claim—it is the equitable owner of the Claim, with the right to maintain an action thereon. *Id.* at 15. Moreover, Plaintiff argues that based on this Court's holding in *New England Property Services Group, LLC v. Liberty Insurance Company*, No. PM-2022-03869, Nov. 10, 2022, Cruise, J. (*Liberty*), the Contract is presumed to be valid, absent proof of fraud, and therefore, Plaintiff can enforce the appraisal provisions of the Policy as they apply to the Claim. *Id.*

Next, Plaintiff argues that this Court has the authority, pursuant to § 9-30-3, to construe the anti-assignment provision of the Policy, including nullification of said provision, because the Policy is a contract. *Id.* at 16. In support, Plaintiff submits that the anti-assignment provision in the Policy violates the express terms of § 27-5-3 because it prohibits assignment of "any claim" or the Policy, while § 27-5-3 only prohibits assignment of a policy, and as such, the Policy is unenforceable. *Id.* at 17. Additionally, Plaintiff contends that the Policy's anti-assignment clause violates public policy because restricting the assignment of a post-loss insurance claim would hinder real estate transactions in Rhode Island. *Id.* at 18.

Lastly, Plaintiff argues based on Defendant's previous interactions with Plaintiff, Defendant has acknowledged the validity of Plaintiff's other claim assignment contracts by paying prior claims' proceed directly to Plaintiff after said claims were resolved through an appraisal, and

as such, Defendant is legally obligated and bound by its prior actions and representations towards Plaintiff under the doctrine of equitable estoppel. *Id.* at 18-19.

On the other hand, Defendant argues that Plaintiff "is asking this Court to uphold the assignment of rights to a claim before the value of that claim has been determined and before any breach has occurred." (Def.'s Mem. 4.) First, Defendant argues that this case is distinguishable from *Piccoli* because, unlike *Piccoli*, there is a "condition precedent to determining whether a breach of contract has occurred is the validity of [the Contract], as [the execution of the Contract] occurred prior to any claimed breach, and the alleged breach is premised on the validity of the transfer of [Defendant's] performance obligations to [Plaintiff]." *Id.* at 7 (citing *Piccoli*, 64 A.3d 308). Second, Defendant argues that this case is distinguishable from *Liberty* because unlike *Liberty*, the Policy in this case restricts the assignment of claims and the Policy without Defendant's consent. *Id.* at 7-8. Furthermore, Defendant submits that unlike *Liberty*, the Policy is unambiguous and clearly restricts the assignment of a claim, and as such, the Court should conclude that the assignment was invalid. *Id.* at 8.

Next, Defendant argues that "§ 9-2-8 does not allow the free assignability of *any* chose in action" because it is limited to "valid assignments of *nonnegotiable* choses in action." *Id.* at 8 (citing § 9-2-8). Additionally, Defendant contends that "[i]n the context of insurance policies in Rhode Island, if the policy contains an anti-assignment provision, it is not assignable pursuant to R.I. Gen. Laws § 27-5-3." *Id.* at 9. In support, Defendant submits that "prior to settlement, a claim is not an obligation to pay a sum certain or 'definite debt'" as Plaintiff alleges, but instead, "involves the duty of an insurer to engage in negotiations with a claimant to determine the value of a claimed loss, provided the is loss covered and not fraudulent." *Id.* Furthermore, Defendant argues that because § 9-2-8 only pertains to the ability of an assignee to maintain a cause of action

after a valid assignment, and insurers may restrict the assignment of a policy under § 27-5-3—including rights and duties arising under said policy—it is not a violation of either statute if "the parties to a policy of homeowner's insurance . . . restrict the assignability of rights and duties arising out of a claim, regardless of whether that claim is classified as a chose in action, a contingent future interest, or any other like term." *Id.* at 10.

Additionally, Defendant argues that "[a]llowing the assignment of [Defendant's] duty to engage in the appraisal process . . . would materially alter [Defendant's] duty by forcing it to engage in the appraisal process with a party whose only interest in the matter is pecuniary[.]" *Id.* at 11. Defendant cites to numerous authorities outside of this jurisdiction to support its position that the Policyholders are free to assign their rights to the proceeds of the Policy, but "they may not assign their rights to engage in the appraisal process and/or [Defendant's] obligations relative to the same because they expressly and unambiguously contracted not to assign the Policy . . . and claims arising under the Policy . . . without [Defendant's] prior consent." *Id.*

Lastly, Defendant contends that pursuant to the language of § 27-5-3 and the "plain and unambiguous language" of subsection six of § 1 of the Policy, Plaintiff is prohibited from appointing a "near family member to act as its appraiser of choice[.]" *Id.* at 12-13. In support, Defendant submits that appraisals are equated to arbitrations, and pursuant to § 10-3-12, Plaintiff's appraiser, Christopher Ceceri, is prohibited from acting in that capacity as Christopher Ceceri is an interested appraiser because he is a close family member of Steven Ceceri. *Id.* at 13. Furthermore, Defendant argues that this case is different from *Liberty* because the Policy complies with language of § 27-5-3 unlike the policy in *Liberty* which only required a "competent" appraiser. *Id.* at 13-14.

A

Whether the Assignment of the Claim is a "Chose in Action"

The Rhode Island Supreme Court has defined a "chose in action" as "'[a] proprietary right in personam, such as a debt owed by another person' or '[t]he right to bring an action to recover a debt, money, or thing.'" *Piccoli*, 64 A.3d at 312 (quoting Black's Law Dictionary 275 (9th ed. 2009)). Moreover, the Restatement (Second) of Contracts defines a "chose in action" to include "debts of all kinds, tort claims, and rights to recover ownership or possession of real or personal property . . . instruments and documents embodying intangible property rights . . . intangible property as patents and copyrights, and even to equitable rights in tangible property." Restatement (Second) *Contracts* § 316(2)(a) (1981). Additionally, under Rhode Island law, a chose in action is generally assignable, and the assignee becomes the equitable owner with the same right to recover as the assignor. *Goodman v. Zitserman*, 47 R.I. 466, 466, 134 A. 4, 5 (1926); *see also* § 9-2-8.[1] Additionally, Rhode Island law generally favors the validity of assignments and assumes that the assignment was made in good faith unless fraud is proven. *Dolan v. Hughes*, 20 R.I. 513, 513, 40 A. 344, 344 (1898).

The enforceability of a written assignment is contingent upon whether the writing itself identifies the claim. *Piccoli*, 64 A.3d at 313; *see also 802 Partners, LLC v. Behan Bros., Inc.*, C.A. No. NC 2010-537, 2013 WL 6151831, at *4 (R.I. Super. Nov. 20, 2013) (explaining that the subject matter of an assignment must be described so that it is readily identifiable and there is clear evidence of the assignor's intent to transfer their rights.) On the other hand, if a written assignment is deemed invalid, "[a] court may also find that an equitable assignment has occurred if there is

[1] "The assignee of a nonnegotiable chose in action which has been assigned in writing may maintain an action thereon in his or her own name, but subject to all defenses and rights of counterclaim, recoupment, or setoff to which the defendant would have been entitled had the action been brought in the name of the assignor." Section 9-2-8.

sufficient evidence of an intent to assign and a mutual understanding that an assignment has taken place." *802 Partners, LLC v. Behan Bros., Inc.*, C.A. No. NC 10-537, 2013 WL 6151831, at *4 (R.I. Super. Nov. 20, 2013) (citing *Goodsell v. Benson*, 13 R.I. 225, 230 (1881)).

In this case, when Plaintiff and Policyholders executed the Contract, Policyholders assigned all their rights and benefits regarding the Claim to Plaintiff. *See* Compl. Ex. 2 ¶ 1. The relevant language of the Contract is as follows:

> "[Assignors] hereby irrevocably transfer, assign and set over to NEPSG, all of the lawful rights, title and interest of the Assignor(s) in any claim, proceeds, benefits, chose in action, and/or interest Assignor(s) has under any insurance policy, including any 3rd party insurance policy, regarding the loss and/or damage to the property located at ***86 Keach Dam Road Chepachet, RI 02814***, relating to the certain insurance claim(s) officially reported and/or referenced to ***USAA Insurance*** . . . on or about ***September 22, 2022*** with a Date of Loss of ***September 22, 2022*** as ***Claim Number 012443575-7***, regarding ***Policy Number 1244357592A,*** covering insurable property damage sustained during Assignor(s)' ownership thereof.
>
> "Assignor(s) hereby irrevocably assigns all Assignor(s)' lawful rights, title, benefits, and/or proceeds with regard to ***Claim Number 012443575-7*** to NEPSG." *Id.*

The Contract indicates that the Policyholders assigned their rights, title, benefits, and proceeds regarding the Claim; however, Policyholders specifically retained ownership of the Policy in accordance with the following provision of the Contract:

> "***THE ASSIGNOR(S) RETAINS FULL OWNERSHIP OF ANY AND ALL ABOVE REFERENCED INSURANCE POLICY/POLICIES.*** THIS CONTRACT IS *NOT* AN ASSIGNMENT OF THE ABOVE REFERENCED POLICY/POLICIES. THE ASSIGNOR(S) IS HEREBY IRREVOCABLY ASSIGNING *ONLY* THE LAWFUL, POST-LOSS RIGHTS, INSURANCE PROCEEDS, BENEFITS, CHOSE IN ACTION, AND/OR CLAIMS AT LAW AND/OR EQUITY INVOLVING THE ABOVE REFERENCED INSURANCE CLAIM(S) AND/OR THE RESOLUTION OF SAID INSURANCE CLAIM(S)." *Id.* ¶ 2.

In this case, the Claim is a chose in action because Defendant owes the Policyholders the value of the Claim—i.e., it is a debt owed by Defendant—for the property loss the Policyholders sustained. *See Piccoli*, 64 A.3d at 312 (explaining that a chose in action includes a debt owed by another person). Moreover, the Policyholders have a contract—i.e., the Policy—with Defendant, and, as such, the Policyholders had the right to initiate a lawsuit to recover the amount of the Claim, pursuant to the Policy, in the event that Defendant did not pay the Claim. *See id*. (explaining that a chose in action also includes the right to bring an action to recover a debt). Therefore, because the Claim is a chose in action, it is also freely assignable. *Goodman*, 47 R.I. at 466, 134 A. at 5; *see also* § 9-2-8.

Additionally, the Contract is an enforceable assignment because it is in writing and specifically identifies what rights the Policyholders were assigning to Plaintiff. *See Piccoli*, 64 A.3d at 313. In addition, there have been no allegations of fraud nor has fraud been proven, and as such, the Contract was made in good faith between the Policyholders and Plaintiff. *See Dolan*, 20 R.I. at 513, 40 A. at 344. Furthermore, when Policyholders assigned their interests in the Claim to Plaintiff, Plaintiff became the "equitable owner" of the Claim and therefore, had the same rights under the Policy to pursue recovery for the Claim as the Policyholders did prior to assignment. *See Goodman*, 47 R.I. at 466, 134 A. at 5; *see also* § 9-2-8. Therefore, the Court determines that the Claim is a chose in action and, thus, is freely assignable.

B

Whether the Anti-Assignment Provision in the Policy Violates § 27-5-3

Section 27-5-3 prescribes the required standard form of an insurance policy under Rhode Island law and provides that the "[a]ssignment of [a] policy shall not be valid except with the written consent of [the] company." Section 27-5-3. Section 27-5-3 does not include any language

that permits an insurance company to prohibit the assignment of an insurance claim. *See generally id.* Furthermore, "no policy or contract of fire insurance shall be made, issued, or delivered by any insurer . . . unless it shall conform, as to all provisions, stipulations, agreements, and conditions, with the standard form of policy." Section 27-5-2. Moreover, an insurer "who shall make, issue, or deliver a policy of fire insurance in willful violation of §§ 27-5-1 – 27-5-9, or any part of those sections" will be subject to fines and "the policy shall be binding upon the company issuing it." Section 27-5-10.

When interpreting the terms of an insurance policy, it is well-established that said terms are interpreted "'in accordance [with] the rules of construction that govern contracts.'" *Houle v. Liberty Insurance Corporation*, 271 A.3d 591, 594 (R.I. 2022) (quoting *Derderian v. Essex Insurance Co.*, 44 A.3d 122, 127 (R.I. 2012)). The court's analysis is confined to the four corners of the insurance policy, viewing it "'in its entirety, affording its terms their 'plain, ordinary and usual meaning.'" *Allstate Insurance Co. v. Ahlquist*, 59 A.3d 95, 98 (R.I. 2013) (quoting *Casco Indemnity Co. v. Gonsalves*, 839 A.2d 546, 548 (R.I. 2004)). Furthermore, "'[t]he test to be applied is not what the insurer intended . . . , but what the ordinary reader and purchaser would have understood [the language] to mean.'" *Id.* (quoting *Pressman v. Aetna Casualty and Surety Co.*, 574 A.2d 757, 760 (R.I. 1990)). Accordingly, the court may not deviate from the literal policy language unless the court deems the policy to be ambiguous. *Town of Cumberland v. Rhode Island Interlocal Risk Management Trust, Inc.*, 860 A.2d 1210, 1215 (R.I. 2004). "If, however, a policy's terms are ambiguous or capable of more than one reasonable meaning, the policy will be strictly construed in favor of the insured and against the insurer." *Id.*

First, the Court must review the Policy in its entirety and give the words of the Policy their plain, usual and ordinary meanings, and the Court "may not deviate from the literal policy language

unless the court deems the policy to be ambiguous." *Town of Cumberland*, 860 A.2d at 1215. Sections I and II, identified as "Conditions," of the Policy (Conditions Section) states that "[a]ssignment of . . . this policy will not be valid unless we give our written consent." (Compl. Ex. 1 at 38.) However, the Policy also contains an "Amendment to Contract Provisions" (that is not dated) which amended several sections of the Policy, including the Conditions Section (the Amendment). *Id*. at 41-44. The Amendment states that "[a]ssignment of any claim or this policy will not be valid unless we give our written consent." *Id.* at 44. The Court determines that these provisions of the Policy are not unambiguous and, therefore, the Court may not deviate from the literal language of the Policy. *Town of Cumberland*, 860 A.2d at 1215.

It is clear that anti-assignment provision of the Amendment does not conform to § 27-5-3 because it prohibits an insured from assigning the Policy **and any claim** arising under the Policy; however, § 27-5-3 **only** permits an insurance company to prohibit assignment of the insurance policy. Compl. Ex. 1 at 44; *see also* § 27-5-3. Because the Amendment's anti-assignment language does not conform to § 27-5-3, the Amendment's anti-assignment language is unenforceable because provisions in a contract that are contrary to state law are not enforceable. *See City of Cranston v. International Brotherhood of Police Officers, Local 301*, 115 A.3d 971, 978 (R.I. 2015) ("applicable state law trumps contrary contract provisions"). Therefore, the Policyholders were not prohibited from assigning their rights and interests regarding the Claim to Plaintiff.

Accordingly, the Contract between Policyholders and Plaintiff is a valid and enforceable assignment because the anti-assignment language of the Amendment to the Policy is unenforceable because it does not conform to the assignment language of § 27-5-3.

C

Whether the Appraiser Must be Competent and Disinterested

Section 27-5-3 states, in pertinent part:

> "**Appraisal**. In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of that demand." Section 27-5-3.

Furthermore, § 27-5-2 prohibits an insurer from "mak[ing], issu[ing], or deliver[ing]" a policy "unless it shall conform, as to all provisions, stipulations, agreements, and conditions, with the standard form of policy." Section 27-5-2.

Defendant has argued that Plaintiff cannot appoint a "near family member to act as its appraiser of choice" because the Policy requires the appraiser to be "'disinterested' or 'impartial' as well as competent." (Def.'s Mem. 12-14.) Subsection six of § I of the Policy states, in pertinent part:

> "[E]ach party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other . . . [n]either the umpire nor the appraisers will have a financial interest that is conditioned on the outcome of the specific matter for which they are called to serve." Compl. Ex. 1 at 25-26.

The Policy's plain and unambiguous language requires that each party to the appraisal appoint an appraiser that is "competent and impartial." *Id.*

On the other hand, § 27-5-3 requires that each party will appoint a "competent and disinterested" appraiser. Section 27-5-3. The words "impartial" and "disinterested" are synonymous with one another. *Compare* Black's Law Dictionary (11th ed. 2019 West 2022) (defining impartial as "unbiased and disinterested") *with* Black's Law Dictionary (11th ed. 2019 West 2022) (defining disinterested as "[f]ree from bias, prejudice, or partiality and therefore able to judge the situation fairly"). Thus, the Policy's appraisal provision conforms to the requirements

of § 27-5-3, and as such, Plaintiff and Defendant are required to appoint a "competent **and** impartial" appraiser to represent their interests in the appraisal process pursuant to the unambiguous language of the Policy and § 27-5-3.

IV

Conclusion

In sum, the Court has determined that (1) the Claim is a chose in action and therefore, is freely assignable, (2) the Contract is a valid and enforceable assignment, and (3) Plaintiff and Defendant are each required to appoint a "competent and impartial" appraiser for the appraisal process. Accordingly, the Court **GRANTS** Plaintiff's Motion for Declaratory Judgment and **GRANTS** Defendant's Motion for Declaratory Judgment as to the requirement that each party must appoint a "competent and disinterested" appraiser and **DENIES** all of Defendant's remaining requests in Defendant's Motion. Counsel shall prepare and submit an order that is consistent with this Decision.

RHODE ISLAND SUPERIOR COURT
Decision Addendum Sheet

TITLE OF CASE:	**New England Property Services Group, LLC v. USAA Casualty Insurance Company**
CASE NO:	**PC-2023-00130**
COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**July 28, 2023**
JUSTICE/MAGISTRATE:	**Cruise, J.**
ATTORNEYS:	
For Plaintiff:	**Thomas J. Alves, Esq.** **Michael H. Brady, Esq.**
For Defendant:	**Donna M. Lamontagne, Esq.**